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Filing date: **04/10/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91207862
Party	Plaintiff BOCA'S BEST LOCKSMITH, INC.
Correspondence Address	ALI WEINBERG 49 SOMERSET DRIVE SOUTH GREAT NECK, NY 11020 UNITED STATES ali@amoslegal.com
Submission	Testimony For Plaintiff
Filer's Name	Ali Weinberg
Filer's e-mail	ali@amoslegal.com
Signature	/Ali Weinberg/
Date	04/10/2015
Attachments	Affidavit LW.pdf(429879 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Boca's Best Locksmith, Inc.	x	Opposition No. 91207862
	x	
Plaintiff,	x	Serial No. 85497305
	x	
v.	x	Mark: GOKEYLESS
	x	
21st Century Solutions, Ltd	x	
	x	
Defendant.	x	

State of Florida,
County of Boca, ss.:

AFFIDAVIT OF LARRY WINOCOOR

I, Larry Winocoor, declare under penalty of perjury that the foregoing is true and correct.

1) I am the President of Boca's Best Locksmith, Inc., the plaintiff in this proceeding. I submit this Affidavit in opposition to the registration of defendant's application for GOKEYLESS.

2) I have been selling and installing locks since June of 1983.

3) In 2007, I began selling keyless locks, including electronic locks, digital locks, safe locks, and lock accessories, via my website "justgokeyless.com." I have also used the slogan "Just Go Keyless" since 2007.

4) I was neither aware of defendant, nor its alleged trademark GOKEYLESS, nor its website "gokeyless.com" until I received the letters, appended hereto as Exhibit A, from defendant's attorneys in December of 2011.

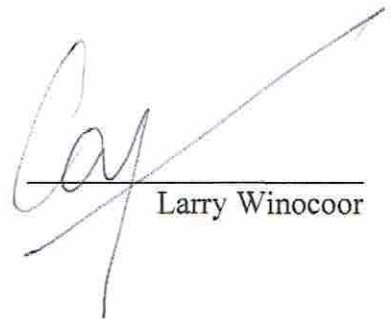
5) The expression "go keyless" describes the act of switching from a lock with a key, to a lock without a key. For instance, when presenting lock options to my customers, I quite frequently ask if they would prefer to go keyless, as opposed to purchasing a traditional lock.

6) The expression "go keyless" is not a term of art. It is commonly used by the public to describe switching to a keyless lock.

7) It would therefore not be fair or commercially reasonable for defendant to monopolize the expression "go keyless."

8) I respectfully request that defendant be refused registration of its trademark application for GOKEYLESS.

Dated: April 9, 2015


Larry Winocoor

Sworn to before me
April 9, 2015

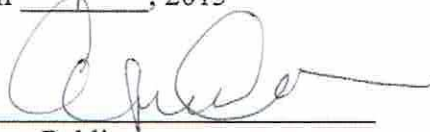

Notary Public



Exhibit A

Dinsmore

Leg. Counsel.

DINSMORE & SHOHL LLP
Fifth Third Center - One South Main Street - Suite 1300
Dayton, OH 45402
www.dinsmore.com

B. Joseph Schaeff
937-449-6436
joseph.schaeff@dinslaw.com

Via Courier

Mr. Larry Winocoor
Builder Facilitators, Inc.
dba JustGoKeyless
10343 Coventry Court
Boca Raton FL 33428

Re: Just Go Keyless; JustGoKeyless.com; Infringement of GOKEYLESS Trademark

Dear Mr. Winocoor:

I am writing on behalf of our client, 21st Century Solutions, Ltd. Our client has been selling keyless locks and security systems under the trademark GOKEYLESS and through its web site <gokeyless.com> since at least as early as 2003.

Recently, our client discovered that you are using the designation JUST GO KEYLESS on your web site, <justgokeyless.com>. Printouts from your web site are enclosed. I note also that you filed an intent-to-use trademark application in 2007 for JUST GO KEYLESS in connection with "retail and on-line retail store services featuring locks." I understand that you abandoned the application 2009.

Your use of JUST GO KEYLESS on your web site and in the <justgokeyless.com> domain name constitutes trademark infringement and unfair competition under state and federal law. Your continued use of JUST GO KEYLESS is likely to lead to customer confusion.

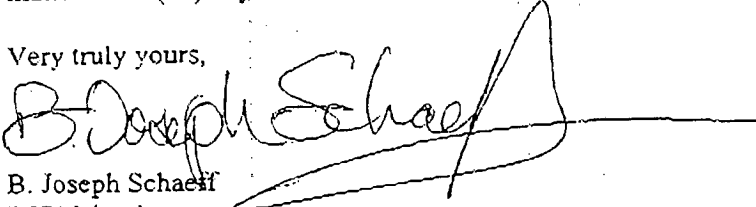
The federal Trademark Act grants courts the power to issue preliminary and permanent injunctions, and to award monetary damages and the infringer's profits to the trademark owner. In appropriate cases, the courts may treble the award of damages and profits. The courts also have the power to order the infringer to pay the trademark owner's costs and attorney fees in trademark infringement litigation.

Our client insists that you cease using JUST GO KEYLESS as a trademark and in your domain name, and that you disable the <justgokeyless.com> web site. Our client is willing to grant you a reasonable period of time in which to phase out use of JUST GO KEYLESS and transition to a new name, but only if you commit to do so in the near future.

You or preferably your legal counsel should contact me to make arrangements for assignment of the <justgokeyless.com> domain name to 21st Century Solutions, Ltd.

I look forward to an early response from you or preferably your legal counsel regarding this matter. Ten (10) days should be sufficient for response.

Very truly yours,

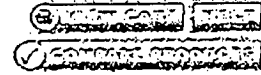


B. Joseph Schaeff
BJS/sb/enclosures

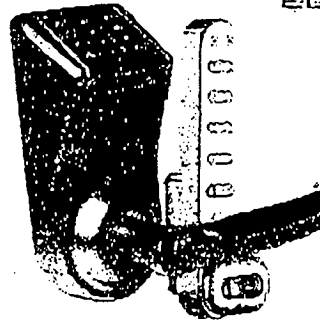
cc: 21st Century Solutions, Ltd.

Builder Facilitators, Inc.
Attn. Shelly Stein
1218 East 73rd Street
Brooklyn NY 11234
Via First Class Mail

Just Go Keyless! | JustGoKeyless.com



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 THE BEST PLACE ON THE WEB TO SHOW AND DISCOVER
 TOMORROW'S SECURITY... TODAY!
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ELECTRONIC LOCKS

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Dinsmore & Shohl LLP
Attorneys at Law
Fifth Third Center Suite 1300
One South Main Street
Dayton, Ohio 45402
Telephone: 937.449.6400
Facsimile: 937.449.6405
Email: joseph.schaeff@dinsmore.com

TO: Mr. Larry Winocoor
Builder Facilitators, Inc.
dba JustGoKeyless
10343 Coventry Court
Boca Raton FL 33428

December 21, 2011

FAX NO.: 561-482-8826

RE: Just Go Keyless; JustGoKeyless.com; Infringement of GOKEYLESS Trademark

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET):

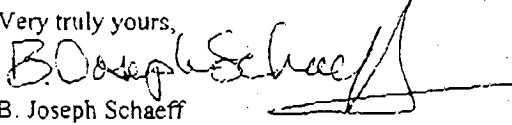
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Mr. Winocoor:

I refer to my letter of December 16, 2011, copy attached. I understand that you refused FedEx's attempt to deliver this letter to you. Accordingly, I am attempting delivery via fax and first class mail. If you wish to avoid litigation, I urge you to review this letter with your attorney at your earliest opportunity.

Very truly yours,


B. Joseph Schaeff
BJS/sb/encs

cc: 21st Century Solutions, Ltd. w/encs.


cc: Builder Facilitators, Inc. w/encs.
Via First Class Mail

cc: Builder Facilitators, Inc. w/encs.
Attn. Shelly Stein
1218 East 73rd Street
Brooklyn NY 11234
Via First Class Mail

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 10th day of April, 2015, a true and correct copy of the foregoing Affidavit of Larry Winocoor was directed to be served on Defendant's attorney by first class, United States mail, postage prepaid to:

B. Joseph Schaeff
Dinsmore & Shohl LLP
Fifth Third Center
One South Main Street, Suite 1300
Dayton, OH 45402



Ali Weinberg
Attorney for Plaintiff/Opposer